

**Pre-bid Conference
Invitation for Bids
Town of Berryville
Tree/Brush Removal and Tree/Brush Takedown Services
IFB #2023-03
November 30, 2023
1:00 p.m. ET**

Agenda

Prior to meeting

- Attendees will sign in on form provided by the Town.
- Attendees who will visit the work areas will complete and submit Visitor Waiver of Liability and Release.

- 1) **Introductions -** Town officials and their representatives from Pennoni will be introduce themselves.

- 2) **Project Overview -** Town officials and representatives from Pennoni will provide an overview of the project scope.

- 3) **Site Visits -**
Work Area 4 - 201 Tom Whitacre Circle, Berryville, VA

Work Areas 1-3 - 2970 Springsbury Road, Berryville, VA

Please note:

Oral answers to questions relative to interpretation of IFB specifications or the proposal process will not be binding on the Town.

WHEREFORE, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he//she fully understands that activities at these facilities are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES, AND DISCHARGES, AND COVENANTS NOT TO SUE, the Town of Berryville, Virginia Department of Transportation, or Casey Trees and contractor or subcontractor or any person engaged by any of them, to perform work or services at the facilities, and their officers, directors, employees, representatives, sureties, insurance companies, affiliates, partners, and assigns (collectively the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorneys' fees and expenses of any nature, and any demands, claims, suits, and causes of action therefore, arising out of or resulting from the Undersigned's presence at the facility.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON AND HIS/HER DEATH or damage to his/her property, whether caused by the negligence of the Releasees or other, occurring during or as a result of the Undersigned's presence at the facilities.
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save harmless the Town of Berryville, Virginia Department of Transportation, or Casey Trees and contractor or subcontractor, or any person engaged by any of them to perform any work or services at the facility, and their officers, stockholders, members, employees, representatives, agents, employees, subsidiaries, sureties, insurance companies, affiliates, joint ventures, attorneys, predecessors, successors, and assigns (collectively the "Indemnitees") from any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorneys' fees and costs), or liability (the "Losses") for injuries to property, injuries to persons including death, and from any and all other claims, suits, or liability on account of or arising out of, in whole or in part, of any act or omission of the Undersigned. The indemnification and hold harmless obligation hereunder shall not be limited by a limitation of amount or type of damages or compensation.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the facilities and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the facilities.

7. The Undersigned agrees to be governed by and follow all health, safety, or otherwise applicable rules and regulations of the Town of Berryville and Virginia Department of Transportation, including but not limited to the wearing of personal protective equipment.
8. The Undersigned acknowledges that no person shall be allowed at the facilities unless accompanied by a duly authorized agent of the Town of Berryville.
9. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
 - a. He/she had an opportunity to review this document thoroughly and has an opportunity to consult counsel if he/she desires.
 - b. He/she is under no compulsion to sign this document and is doing so freely and without any duress or under undue influence.
 - c. He/she recognizes the facilities are potentially dangerous, and the undersigned must be alert and cautious and keep a proper lookout at all times.
 - d. He/she will take no photographs of any Town, VDOT, or Casey Tree personnel on the sites.

I fully understand that by executing this document I am waiving, releasing, and giving up potential legal rights. I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Visitor's Signature: _____ Date: _____